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ostrows@whiteandwilliams.com**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEVADA**

In re:

USA COMMERCIAL MORTGAGE  
COMPANY,

Debtor.

In re:

USA CAPITAL REALTY ADVISORS, LLC,

Debtor.

In re:

USA Capital First Trust Deed Fund, LLC,

Debtor.

In re:

USA SECURITIES, LLC,

Debtor.

Affects:

☐ All Debtors☒ USA Commercial Mortgage Company☐ USA Securities, LLC☐ USA Capital Realty Advisors, LLC☒ USA Capital Diversified Trust Deed Fund, LLC☐ USA First Deed Fund, LLC

Case No. BK-S 06-10725 (LBR)

Case No. BK-S 06-10726 (LBR)

Case No. BK-S 06-10727 (LBR)

Case No. BK-S 06-10728 (LBR)

Case No. BK-S 06-10729 (LBR)

Chapter 11

**Jointly Administered Under  
Case No. BK-S-06-10725 LBR****Adversary No. 06-01256-LBR**USA COMMERCIAL MORTGAGE  
COMPANY, et al.,

Plaintiffs,

vs.

HMA SALES, LLC, et al.,

Defendants

**MOTION FOR EXPEDITED  
CONSIDERATION OF LIBERTY  
BANK'S MOTION TO INTERVENE**

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**MOTION FOR EXPEDITED CONSIDERATION  
OF LIBERTY BANK'S MOTION TO INTERVENE**

Liberty Bank ("Liberty"), by and through its undersigned attorneys, moves this Court pursuant to District of Nevada Local Bankruptcy Rule 9006 ("LR 9006") for expedited consideration of Liberty Bank's Motion to Intervene (the "Intervention Motion").<sup>1</sup> In support of this motion, Liberty respectfully represents the following:

**Request for an Expedited Hearing and to Shorten Notice Period**

1. In accordance with LR 9006(a), this motion is supported by the following attachments which are incorporated herein by reference:

- a. A copy of the Intervention Motion is attached hereto as **Exhibit "A"**;
- b. An Affidavit of Steven E. Ostrow (the "**Ostrow Affidavit**"), explaining why an expedited hearing on the Intervention Motion is necessary, is attached hereto as **Exhibit "B"**; and
- c. An Attorney Information Sheet for Proposed Order Shortening Time in connection with the Intervention Motion is attached hereto as **Exhibit "C."**

2. On December 25, 2006, USA Commercial Mortgage Company ("USACM") and USA Capital Diversified Trust Seed Fund, LLC ("USA Capital", and collectively with USACM, "Debtors") commenced the above-captioned adversary proceeding (the "Suit") which, for reasons more fully set forth in the Intervention Motion, implicates Liberty's interests. On January 29, 2007, the Debtors filed their amended complaint (the "Amended Complaint"), which not only named additional defendants but also raised additional causes of action.

3. For the reasons stated in the Intervention Motion, the Suit directly and adversely affects Liberty's interests, which are not adequately represented by any other party. Accordingly, Liberty seeks to intervene in the Suit.

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed in the Intervention Motion.

1           4.       A hearing is scheduled in the Suit for March 2, 2007 on Debtors' motion for  
2 preliminary injunction and application for prejudgment writ of attachment. Liberty's right to  
3 intervene should be determined prior to that hearing at the next scheduled omnibus hearing on  
4 February 15, 2007, so that Liberty may appear and be heard at that preliminary injunction  
5 hearing and so that all parties to the Suit can have adequate notice of Liberty's interests in this  
6 matter.  
7

8           5.       As set forth in the Ostrow Affidavit, *see* Exhibit "B," and Attorney Information  
9 Sheet, *see* Exhibit "C," on January 31, 2007, Mr. Ostrow telephoned Jeanette E. McPherson, an  
10 attorney for the Debtors, to discuss the Intervention Motion, and left her a voice message  
11 indicating that Liberty intended to seek permission to intervene in the Suit and would file its  
12 Intervention Motion on an expedited basis, and requesting her consent to such expedited  
13 consideration of the Intervention Motion. Mr. Ostrow is awaiting a return phone call from Ms.  
14 McPherson.

15       ///

16       ///

17       ///

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1 WHEREFORE, Liberty respectfully requests that this Court (i) grant its request for  
2 expedited consideration; (ii) hear the Intervention Motion on February 15, 2007 at 9:30 a.m.;  
3 and (iii) grant such other and further relief as is just.  
4

5 1/31/07

HANEY, WOLOSON & MULLINS

6  
7 BY: 

8 Wade B. Gochnour, Esquire  
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15 -and-

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## **Exhibit A**

## **Exhibit A**

**HANEY, WOLOSON & MULLINS**

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Affects:

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☐ USA Capital Realty Advisors, LLC

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☐ USA First Deed Fund, LLC

Case No. BK-S 06-10725 (LBR)

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Chapter 11

**Jointly Administered Under  
Case No. BK-S-06-10725 LBR**

**Adversary No. 06-01256-LBR**

USA COMMERCIAL MORTGAGE  
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**LIBERTY BANK'S MOTION TO  
INTERVENE**

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1 Petitioner, Liberty Bank ("Liberty"), by and through its undersigned attorneys, hereby  
2 moves to intervene in the above-captioned adversary proceeding (the "Suit") pursuant to  
3 Federal Rule of Bankruptcy Procedure 7024, and in support thereof alleges as follows:  
4

5 **PRELIMINARY STATEMENT**

6 1. In the Suit, plaintiffs seek, inter alia, relief with respect to certain moneys paid  
7 and/or to be paid from the sale (the "Royal Hotel Sale") of the Royal Hotel located at 99  
8 Convention Center Drive, Las Vegas, Nevada (the "Royal Hotel"), formerly owned by  
9 defendant HMA Sales, LLC ("HMA Sales"). As the Bankruptcy Court is now aware, the sale  
10 of the Royal Hotel closed on December 22, 2006 (the "First Closing").  
11

12 2. Liberty has a direct interest in such sale proceeds and the Royal Hotel because  
13 Liberty is a secured lender of HMA Sales. In support of this Motion, Liberty relies upon and  
14 incorporates herein by reference the Statement of Claim (the "Statement of Claim") attached  
15 hereto as Exhibit A, and the Declaration of Jason M. Gordon in Support of Liberty Bank's  
16 Motion to Intervene (the "Gordon Decl.")).  
17

18 3. The First Closing occurred without Liberty's prior knowledge or consent and  
19 Liberty's loan was not paid-off at such closing. Consequently, Liberty retains all of its security  
20 interests, liens and deed of trust encumbering, inter alia, the sale proceeds and a portion of the  
21 Royal Hotel. As more fully set forth in the Statement of Claim, Liberty's loan is required to be  
22 paid in full from the proceeds of the sale prior to any payments or disbursements arising  
23 therefrom to plaintiffs USA Commercial Mortgage Company ("USACM") and USA Capital  
24 Diversified Trust Deed Fund, LLC ("USA Capital", together with USACM, collectively the  
25 "Debtors"), HMA Sales and their officers, managers, members, agents, escrow agents and all  
26 other persons or entities acting on their behalf.  
27  
28

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1           4.       Liberty's secured interests in the Royal Hotel and sale proceeds are directly and  
2 adversely affected in the Suit and are not adequately represented by any of the parties. This is  
3 because the Debtors seek to enjoin and obtain liens against the sale proceeds in order to recover  
4 funds owed under a Promissory Note in the amount of \$58,374,918 (the "USAIP Note")  
5 executed by USA Investment Partners, LLC ("USAIP"). USAIP is a member of HMA Sales  
6 and guarantor of Liberty's loan. Absent intervention, Liberty's rights, liens and secured  
7 interests in its collateral may be seriously impaired and cannot be adequately protected.  
8

9  
10                               **LIBERTY'S LOAN**

11           5.       HMA Sales and Liberty entered into a \$10,000,000.00 Receivables Loan  
12 Agreement dated as of November 15, 2004 (as amended, the "Receivables Loan Agreement").  
13 USACM and non-debtor USAIP each guaranteed, as sureties, HMA Sales' obligations under  
14 the Receivables Loan Agreement. Capitalized terms not otherwise defined in this Motion shall  
15 have the meanings set forth in the Receivables Loan Agreement attached as Exhibit A to the  
16 Gordon Decl.  
17

18           6.       Under the terms of the Receivables Loan Agreement, Liberty provided  
19 financing up to \$10,000,000.00 (the "Receivables Loan") for HMA Sales' sale of time-share  
20 interests at the Royal Hotel.  
21

22           7.       The Royal Hotel is situated on the following two separately assessed parcels of  
23 real property: (a) APN # 162-09-812-002 ("Parcel 1"); and (b) APN # 162-09-812-003 (the  
24 "Air Space Parcel"). The second through eighth floors of the Royal Hotel are situated on the  
25 Air Space Parcel, and the first floor of the Royal Hotel is located on a portion of Parcel 1.  
26

27           8.       HMA Sales established the following two time-share programs within the Air  
28 Space Parcel (collectively, the "Time-Share Programs"): (a) Royal Vacation Suites, a time-

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1 share club membership program; and (b) Royal Vacation Suites II, a fee simple time-share  
2 program.

3 9. The Receivables Loan is secured by, inter alia, the following agreements,  
4 assignments and instruments (collectively, the "Liberty Security Documents"):  
5

- 6 (a) Receivables Loan Agreement executed by HMA Sales and recorded  
7 UCC financing statements and amendments thereto;
- 8 (b) Deed of Trust, Assignment of Rents and Proceeds, Security Agreement,  
9 Financing Statement and Fixture Filing ("Deed of Trust") by HMA  
10 Sales, LLC, as Trustor, to First American Title Insurance Agency, as  
11 Trustee, and Liberty Bank, as Beneficiary, dated July 6, 2005 and  
12 recorded July 8, 2005 in Book 20050708 at Doc/Inst. No. 2573 of  
13 Official Records;
- 14 (c) Absolute Assignment of Rents, Leases, Agreements of Sale and  
15 Membership Agreements ("Assignment of Rents") by HMA Sales, LLC,  
16 to Liberty Bank, dated July 6, 2005 and recorded July 8, 2005 in Book  
17 20050708 at Doc/Inst. No. 2574 of Official Records;
- 18 (d) Guaranty Agreements (collectively, the "Guaranty Agreements") by  
19 USACM and USAIP to Liberty Bank, dated November 15, 2004; and
- 20 (e) Subordination Agreements (collectively, the "Subordination  
21 Agreements") by USACM and USAIP to Liberty Bank, dated effective  
22 as of July 6, 2005.

23 True and correct copies of the Liberty Security Documents are attached as Exhibit A to the  
24 Gordon Decl.

25 10. Under the applicable Liberty Security Documents:

26 a. Liberty holds a first deed of trust, security interest and assignment of  
27 rents and proceeds against an undivided 10.990219% fee simple interest, as tenants in common,  
28 in the Air Space Parcel, together with all purchase agreements, notes, financing statements and  
guarantees now existing or hereinafter arising out of the sale and financing of Timeshare  
Interests by HMA Sales including, without limitation, the Timeshare Interests described in  
Exhibit B to the Deed of Trust; and

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b. USAIP and USACM each agreed: (i) to subordinate all Subordinated Debt (as defined in the Subordination Agreements) and all claims and demands arising therefrom to all of the Senior Debt (as defined in the Subordination Agreements) owed to Liberty; (ii) that all of the Senior Debt shall be paid in full before they may be paid anything on account of the Subordinated Debt or any sums payable in connection therewith; (iii) to assign to Liberty their interest in all Subordinated Debt and all security and guarantees therefor; (iv) to hold in trust for Liberty and to promptly pay or deliver to Liberty for application to or as collateral for the Senior Debt any payment, dividend or distribution of any kind out of the sale of any assets of HMA Sales which would otherwise be payable or deliverable with respect to the Subordinated Debt; and (v) with respect to the Subordinated Debt, not to accelerate, demand or receive payment, institute court proceedings or exercise any right or remedy against HMA Sales or its assets, or assign or deliver to any person or entity other than Liberty any Subordinated Debt or any evidence thereof or security or guaranty therefor, without Liberty's prior written consent.

11. Numerous Events of Default have occurred under the Receivables Loan Agreement and Liberty Security Documents. As a result, Liberty has accelerated the Receivables Loan and HMA Sales' obligations under the Receivables Loan Agreement. As of January 24, 2007, the sum of \$3,944,235.03, together with continuing legal fees, costs and expenses incurred on or after January 1, 2007, is due and owing under the Receivables Loan Agreement. See Gordon Decl. ¶5.

#### **THE ROYAL HOTEL SALE**

12. HMA Sales agreed to sell and convey for the purchase price of \$29,100,000.00 (the "Purchase Price") its interests in the Royal Hotel (including, without limitation, the Air Space Parcel and the development rights in the Time-Share Programs), pursuant to a Purchase

1 and Sale Agreement dated as of May 22, 2006 (the "Sale Agreement") with Pacific Ocean  
2 Management, LLC, as amended by a First Amendment to Purchase and Sale Agreement  
3 executed as of December 14, 2006 (the "First Amendment", together with the Sale Agreement,  
4 collectively the "P&S Agreement") with Royal Center Associates, LLC and Royal Resort  
5 Enterprises, LLC (collectively, the "Buyers"). A true and correct copy of the P&S Agreement  
6 is attached as Exhibit B to the Gordon Decl.  
7

8 13. At the First Closing, (a) HMA Sales conveyed to the Buyers, by bargain and sale  
9 deed, title to the Royal Hotel (including the Air Space Parcel), and (b) the Buyers delivered in  
10 escrow to First American Title Insurance Company ("First American"), as escrow agent, their  
11 Promissory Note Secured by Deed of Trust in the face amount of \$5,201,442.17 (the "Seller  
12 Note") in favor of HMA Sales, securing the Buyers' promise to pay ninety days thereafter at a  
13 second closing (the "Second Closing") the unpaid balance of the Purchase Price. The Seller  
14 Note is secured by Buyers' Deed of Trust against the Royal Hotel dated as of and recorded on  
15 December 22, 2006, in favor of HMA Sales, as beneficiary (the "Seller Deed of Trust",  
16 together with the Seller Note, collectively the "Seller Note & DOD"). True and correct copies  
17 of the Seller Note & DOD are attached as Exhibit C to the Gordon Decl.  
18  
19

20 14. Upon information and belief, First American, as escrow agent, also holds in  
21 escrow the sum of \$450,000.00 arising out of the First Closing, most of which is payable to  
22 HMA Sales under the P&S Agreement.  
23

24 15. The Seller Note was placed in escrow with First American as security for HMA  
25 Sales' obligation to pay in full Liberty's Receivables Loan on or before the Second Closing.  
26 Under Section 6 of the First Amendment, the parties thereto agreed that the Royal Hotel  
27 remains subject to the Liberty Deed of Trust and Liberty Assignment of Property Rights. The  
28 parties thereto further agreed that First American shall not release the proceeds of the Seller

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1 Note unless and until First American receives reconveyances and releases, in recordable form,  
2 of the Liberty Deed of Trust and Liberty Assignment of Property Rights so as to enable First  
3 American to issue an endorsement to its title policy deleting the Liberty Bank Deed of Trust  
4 and Liberty Bank Assignment of Property Rights from Schedule B of the title policy.  
5

#### 6 LEGAL ARGUMENT

7 16. Liberty is entitled to intervene in the Suit, as of right and/or permissively,  
8 pursuant to Federal Rule of Civil Procedure 24, made applicable to this adversary proceeding  
9 by Federal Rule of Bankruptcy Procedure 7024. Rule 24 provides, in pertinent part:  
10

11 (a) INTERVENTION AS OF RIGHT. Upon timely  
12 application anyone shall be permitted to intervene in an action . .  
13 . (2) when the applicant claims an interest relating to the property  
14 or transaction which is the subject of the action and the applicant  
15 is so situated that the disposition of the action may as a practical  
16 matter impair or impede the applicant's ability to protect that  
17 interest, unless the applicant's interest is adequately represented  
18 by existing parties.

19 (b) PERMISSIVE INTERVENTION. Upon timely  
20 application anyone may be permitted to intervene in an action . . .  
21 (2) when an applicant's claim or defense and the main action  
22 have a question of law or fact in common. . . .  
23

24 Fed.R.Civ.P. 24(a)-(b).

25 17. The Air Space Parcel and the proceeds of the Royal Hotel Sale, which remain  
26 encumbered by Liberty's liens, deed of trust and security interests, are the subject of this Suit.  
27 Plaintiffs seek to enjoin and obtain liens and/or a constructive trust against such sale proceeds.  
28

18. On January 3, 2007, the Bankruptcy Court issued a Temporary Restraining  
Order ("TRO-1"), enjoining the original defendants and their officers, managers, members,  
escrow agents and all others acting on their behalf "from distributing any proceeds resulting  
from the sale of the Royal Hotel Property until further order of this Court or expiration of this  
TRO." On January 19, 2007, the Bankruptcy Court entered a Stipulated Temporary

1 Restraining Order ("TRO-2"), continuing the effect of TRO-1 until further order of the Court,  
2 and scheduling a hearing on March 2, 2007 on plaintiffs' motion for preliminary injunction and  
3 application for pre-judgment writ of attachment.  
4

5 19. Under the applicable Liberty Security Documents, Liberty holds a deed of trust,  
6 liens, security interests and/or assignments in, inter alia, the Air Space Parcel and the remaining  
7 sale proceeds paid or payable under the P&S Agreement including, without limitation, (i) the  
8 proceeds payable under the Seller Note, (ii) the sale proceeds payable to HMA Sales that are  
9 held or to be held in escrow by First American, and (iii) any and all sale proceeds that were  
10 paid and/or disbursed to other persons and entities and hereinafter are set aside, avoided and/or  
11 otherwise invalidated (all of the foregoing collateral and sale proceeds set forth in paragraph 19  
12 herein are collectively referred to as the "Encumbered Collateral and Sale Proceeds").  
13

14 20. In its Statement of Claim, Liberty seeks a declaration of its rights under the  
15 Liberty Security Documents with respect to the Encumbered Collateral and Sale Proceeds  
16 including, without limitation, declarations:  
17

18 a. that Liberty's rights, deed of trust, liens, assignments and security  
19 interests under the Liberty Security Documents have priority over any alleged claims and/or  
20 interests of the Debtors, HMA Sales and their officers, managers, members, agents, escrow  
21 agents and all other persons or entities acting on their behalf, with respect to the Encumbered  
22 Collateral and Sale Proceeds;  
23

24 b. that Debtors, HMA Sales and their officers, managers, members, agents,  
25 escrow agents and all other persons or entities acting on their behalf, are barred and prohibited  
26 from receiving payment with respect to any of the Subordinated Debt from HMA Sales until all  
27 of Liberty's Senior Debt is paid;  
28

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1 c. that Debtors, HMA Sales and their officers, managers, members, agents,  
2 escrow agents and all other persons or entities acting on their behalf, are required to hold in  
3 trust for Liberty and to promptly pay or deliver to Liberty for application to or as collateral for  
4 the Senior Debt any payment, dividend, proceeds or distribution of any kind with respect to the  
5 Subordinated Debt from HMA Sales; and

7 d. that Debtors are required to assign to Liberty any liabilities and  
8 obligations asserted or alleged by Debtors to be owed by or from HMA Sales and its assets  
9 including, without limitation, the claims and interests asserted by Debtors against HMA Sales  
10 and its assets in this Suit, together with all security and guarantees therefor, until all of  
11 Liberty's Senior Debt is paid.

13 21. Accordingly, absent Liberty's intervention, the adjudication of this Suit may as a  
14 practical matter impair or impede Liberty's ability to protect its rights, deed of trust, liens,  
15 assignments and security interests under the Liberty Security Documents against the  
16 Encumbered Collateral and Sale Proceeds.

18 22. Further, the claims of Liberty and the Debtors in this Suit have questions of law  
19 or fact in common with respect to the various parties' claims and rights in the Encumbered  
20 Collateral and Sale Proceeds.

22 23. No party to this action represents, let alone adequately represents, the interests  
23 of Liberty.

24 24. This Motion is timely filed. The Suit was commenced on December 25, 2006.  
25 On January 29, 2007, Debtors filed their Amended Complaint in this Suit. None of the  
26 defendants have filed responses to date. Liberty's intervention will not unduly delay or  
27 prejudice the adjudication of the rights of the parties.  
28

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**CONCLUSION**

WHEREFORE, for the foregoing reasons, Liberty respectfully requests that the Bankruptcy Court (i) approve this Motion, (ii) permit Liberty to intervene in this action, as of right or, alternatively, permissively, and to file the Statement of Claim and (iii) grant such other and further relief as this Bankruptcy Court deems just and appropriate.

January 31, 2007

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Attorneys for Liberty Bank

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## **Exhibit B**

## **Exhibit B**



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**E-FILED on January 31, 2007**

and

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 FOR THE DISTRICT OF NEVADA**

In re: USA COMMERCIAL MORTGAGE COMPANY, Debtor.	Case No. BK-S 06-10725 (LBR) Case No. BK-S 06-10726 (LBR) Case No. BK-S 06-10727 (LBR)
In re: USA CAPITAL REALTY ADVISORS, LLC, Debtor.	Case No. BK-S 06-10728 (LBR) Case No. BK-S 06-10729 (LBR)
In re: USA CAPITAL DIVERSIFIED TRUST DEED FUND, LLC Debtor.	Chapter 11
In re: USA CAPITAL FIRST TRUST DEED FUND, LLC, Debtor.	Jointly Administered Under Case No. BK-S-06-10725 LBR
In re: USA SECURITIES, LLC, Debtor.	Adversary No. 06-01256-LBR
Affects: <input type="checkbox"/> All Debtors <input checked="" type="checkbox"/> USA Commercial Mortgage Company <input type="checkbox"/> USA Securities, LLC <input type="checkbox"/> USA Capital Realty Advisors, LLC <input checked="" type="checkbox"/> USA Capital Diversified Trust Deed Fund, LLC <input type="checkbox"/> USA First Trust Deed Fund, LLC	AFFIDAVIT OF STEVEN E. OSTROW IN SUPPORT OF MOTION FOR EXPEDITED CONSIDERATION OF LIBERTY BANK'S MOTION TO INTERVENE

VS.

**Defendants.**

## COMMONWEALTH OF PENNSYLVANIA )

: SS.

COUNTY OF PHILADELPHIA )

1. I am over the age of 18 and mentally competent. I have personal knowledge of the facts in this matter and if called upon to testify, could and would do so. I make this statement in support of the Motion for Expedited Consideration of Liberty Bank's Motion to Dismiss.

2. I am a partner with the law firm of White and Williams LLP, which firm maintains an office located at 1800 One Liberty Place, Philadelphia, PA 19103. My firm represents Liberty Bank, which has engaged the firm of Haney, Woloson & Mullins as local counsel in the above-captioned bankruptcy cases. I have been admitted *pro hac vice* in connection with the above-captioned bankruptcy case out of which this adversary proceeding arises.

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reasons more fully set forth in Liberty Bank's Motion to Intervene (the "Intervention Motion"), implicates Liberty's interests. On January 29, 2007, the Debtors filed their amended complaint (the "Amended Complaint"), which not only named additional defendants but also raised additional causes of action.

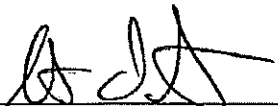
4. For the reasons stated in the Intervention Motion, the Suit directly and adversely affects Liberty's interests, which are not adequately represented by any other party. Accordingly, Liberty seeks to intervene in the Suit.

5. A hearing is scheduled in the Suit for March 2, 2007 on Debtors' motion for preliminary injunction and application for pre-judgment writ of attachment. Liberty's right to intervene should be determined prior to that hearing at the next scheduled omnibus hearing on February 15, 2007, so that Liberty may appear and be heard at that preliminary injunction hearing and so that all parties to the Suit can have adequate notice of Liberty's interests in this matter.

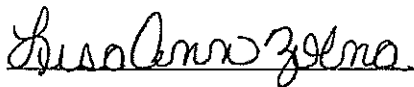
6. On January 31, 2007, I telephoned Jeanette E. McPherson, an attorney for the Debtors, and left her a voice message indicating that Liberty intended to file its Intervention Motion on an expedited basis, and requesting her consent to such expedited consideration of the Intervention Motion. I am awaiting a return phone call from Ms. McPherson.

I declare under penalty of perjury of the laws of the United States that these facts are true to the best of my knowledge and belief.

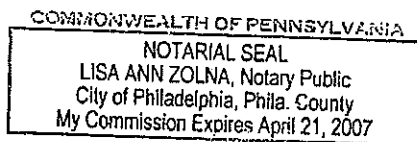
DATED this 31<sup>st</sup> day of January, 2007

  
Steven E. Ostrow, Esquire  
White and Williams LLP  
1800 One Liberty Place  
Philadelphia, PA 19103  
Phone: (215) 864-7000  
Telecopier: (215) 864-7123

Sworn to before me this  
31<sup>st</sup> day of January, 2007.



NOTARY PUBLIC



**HANEY, WOLOSON & MULLINS**

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**E-FILED on January 31, 2007**

and

**WHITE AND WILLIAMS LLP**

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**IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE DISTRICT OF NEVADA**

In re: USA COMMERCIAL MORTGAGE COMPANY, Debtor.	Case No. BK-S 06-10725 (LBR) Case No. BK-S 06-10726 (LBR) Case No. BK-S 06-10727 (LBR) Case No. BK-S 06-10728 (LBR) Case No. BK-S 06-10729 (LBR)
In re: USA CAPITAL REALTY ADVISORS, LLC, Debtor.	
In re: USA CAPITAL DIVERSIFIED TRUST DEED FUND, LLC Debtor.	Chapter 11
In re: USA CAPITAL FIRST TRUST DEED FUND, LLC, Debtor.	<b>Jointly Administered Under Case No. BK-S-06-10725 LBR</b>
In re: USA SECURITIES, LLC, Debtor.	<b>Adversary No. 06-01256-LBR</b>
Affects: <input type="checkbox"/> All Debtors <input checked="" type="checkbox"/> USA Commercial Mortgage Company <input type="checkbox"/> USA Securities, LLC <input type="checkbox"/> USA Capital Realty Advisors, LLC <input checked="" type="checkbox"/> USA Capital Diversified Trust Deed Fund, LLC <input type="checkbox"/> USA First Trust Deed Fund, LLC	<b>ATTORNEY INFORMATION SHEET        FOR PROPOSED ORDER        SHORTENING TIME ON LIBERTY        BANK'S MOTION TO INTERVENE</b>

## **Exhibit C**

## **Exhibit C**

USA COMMERCIAL MORTGAGE COMPANY, et al.,

Plaintiffs,

vs.

HMA SALES, LLC, et al.

Defendants.

**ATTORNEY INFORMATION SHEET FOR PROPOSED ORDER  
SHORTENING TIME ON LIBERTY BANK'S MOTION TO INTERVENE**


As required by the Court, I have contacted the parties listed below regarding the attached proposed Order Shortening Time. They agree or disagree to the time being shortened, as indicated below.

<u>NAME</u>	<u>DATE CONTACTED</u>	<u>AGREE</u>	<u>DISAGREE</u>
Jeanette E. McPherson	January 31, 2007	Awaiting Response	Awaiting Response

COMMENTS: On January 31, 2007, I telephoned Jeanette E. McPherson and left her a voice message requesting her consent to expedited consideration of the Intervention Motion. I am awaiting a return phone call from Ms. McPherson.

Date: January 31, 2007

**WHITE AND WILLIAMS LLP**

Submitted by: 

Steven E. Ostrow, Esquire  
PA Bar ID # 50568  
1800 One Liberty Place  
Philadelphia, PA 19103-7395  
Telephone: (215) 864-7000

Attorneys for Liberty Bank